



Terms of use

Please read these terms of use carefully by accessing or using this internet based platform, you agree to be bound by the terms described herein and all terms incorporated by reference. If you do not agree to all of these terms, do not use this internet based platform.

1. What is healthbee

1. The domain name www.healthbee.co.in, an internet based portal and healthbee a web browser based mobile application hereafter refer to as healthbee platform, is operated by Techfin care solutions Pvt. Ltd., a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter referred to as "healthbee" or "We" or "Our" or "Us" or "Company") having registered office at Flat No 302,Block A3,Camelot,Survey no. 213/1 Viman Nagar,Dunkirk Line,Pune with GSTIN 07AAFCD7691C1ZL and PAN AAFCD7691C. The domain name and the web/mobile application are collectively referred to as the "Website".

2. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the Terms of Use"), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as "You" or "Your" or the "User") on one part and healthbee on the other Part.

3. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy (as set out in Part B herein below), and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines, policies, terms and conditions shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use. However, if You navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.

4. The Website is a platform that facilitates (i) online purchase of pharmaceutical products,Doctor on Call, diagnostic services , online medical consultancy services ,Healthcare Loan and Group Health Insurance cover is provided by third party entities ("Third Party entities") and by the Company; (ii) online advertisements of various sponsors advertising and marketing their own good and services ("Third Party Advertisers"). The Third Party Entities and the Third Party Advertisers are collectively referred to as the "Third Party Service Providers". Further the Website also serves as an information platform providing health and wellness related information ("Information Services") to the Users accessing the Website (The services of the Third Party Services Providers, sale of pharmaceutical products by the Company and the Information Services are collectively referred to as the "Services").

5. The arrangement between the Third Party Service Providers, You and Us shall be governed in accordance with these Terms of Use. The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, from time to time, (referred to as "You" or "Your" or "Yourself" or "User", which terms shall also include natural persons who are accessing the Website merely as visitors). The Services are offered to You through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third Party Service Providers. To facilitate the relation between You and the Third Party Service Providers through the Website, healthbee shall send to You (promotional content including but not limited to emailers, notifications and messages).

6. You agree and acknowledge that the Website is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. healthbee is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third Party Service Providers.

7. healthbee reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications



will be effective immediately upon posting the revisions on the Website and You waive any right You may have to receive specific notice of such changes or modifications, provided however that, we will inform You of such changes at least once a year. Your continued use of the Website will confirm Your acceptance of such changes or modifications; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Website.

8. As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit

the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to healthbee that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

9. These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to:

1. the Indian Contract Act, 1872 (“Contract Act”);
2. the (Indian) Information Technology Act, 2000 (“IT Act”) and the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (“IG Guidelines”);
3. the Drugs and Cosmetic Act, 1940 (“Drugs Act”), read with the Drugs and Cosmetics Rules, 1945 (“Drugs Rules”);
4. the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (“Drugs and Magic Act”);
5. The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957;
6. Pharmacy Act, 1948 (“Pharmacy Act”) and
7. the Consumer Protection Act, 2019 and Consumer Protection (E-Commerce) Rules, 2020.
10. healthbee authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers’ content (“Third Party Content”) as well as in-house content provided by healthbee including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals (“healthbee Content”) (collectively, “Content”). The healthbee Content is the property of healthbee and is protected under copyright, trademark and other applicable law(s). You shall not modify the healthbee Content or reproduce, display, publicly perform, distribute, or otherwise use the healthbee Content in any way for any public or commercial purpose or for personal gain.
11. Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.
12. These Terms of Use constitute an electronic record in terms of the IT Act and rules framed there under, as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2. ELIGIBILITY

1. For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the onboarding procedure established by healthbee in this regard. As part of the registration process, healthbee may collect the following personal information from You:

1. Name;
2. Phone number;
3. Email address;
4. Address (including country and ZIP/ postal code);
5. Gender;
6. Age;
7. Valid financial account information; and



8. Other details as You may volunteer.

9. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including

minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to healthbee that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

10. A mobile OTP based application registered id can only be utilized by the person whose details have been provided and healthbee does not permit multiple persons to share a single log in/ registration subscription id. However, a registered user, being also a Spouse, parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Website for the purposes of procuring the Services, on behalf of such persons.

11. Organizations, companies, and businesses may not become registered subscriber members on the Website or use it. the Website through individual members.

12. You agree and acknowledge that You would (i) create only 1 (one) account; (ii) provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Website; (iii) maintain and promptly update Your account information; (iv) maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer; (v) promptly notify healthbee if You discover or otherwise suspect any security breaches relating to the Website; and (vi) take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

13. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by healthbee for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to You, healthbee may allow authorized third parties to place or recognize a unique cookie on the Your browser. healthbee does not store personally identifiable information in the cookies.

14. healthbee, at its sole discretion, reserves the right to permanently or temporarily suspend Users, to bar their use and access of the Website and App, at any time while healthbee investigates complaints or alleged violations of these Terms of Use or any Services, or for any other reason.

3. USE OF SERVICES AND THE WEBSITE

1. E-Commerce Platform for Pharmaceutical Products –

1. Platform to facilitate transaction of business:

1. Through the Website, healthbee facilitates the purchase of drugs and other pharmaceutical products, and services offered for sale by Third Party Pharmacies ("Pharmaceutical Goods and Services"). You understand and agree that healthbee and the Website merely provide hosting services to You and persons browsing / visiting the Website. All items offered for sale on the Website, and the content made available by the Third Party Pharmacies, are third party user generated contents and third party products. healthbee has no control over such third party user generated contents and/ Pharmaceutical Goods and Services and does not - originate or initiate the transmission, or select the sender/recipient of the transmission, or the information contained in such transmission. The authenticity and genuineness of the Pharmaceutical Goods and Services made available by the Third Party Pharmacies through the Website shall be the sole responsibility of the Third Party Pharmacies. You understand and agree that healthbee shall have no liability with respect to the authenticity of the Pharmaceutical Goods and Services being facilitated through the Website.

2. You understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the Pharmaceutical Goods and Services which are offered by and agreed to between You and the Third Party Pharmacies and the contract for purchase of any of the Pharmaceutical Goods and Services, which are offered for sale on the Website by the Third Party Pharmacies shall strictly be a bipartite contract between the Third Party Pharmacies and You.



3. The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies, and after sales services related to such Pharmaceutical Goods and

Services are as provided by the Third Party Pharmacies. healthbee does not have any control over, and does not determine or advise or in any way involve itself in the offering or acceptance of, such commercial / contractual terms offered by and agreed to, between You and the Third Party Pharmacies.

2. Representation as to legal title

1. healthbee does not make any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies on the Website.

2. At no time shall any right, title, claim or interest in the products sold through or displayed on the Website vest with healthbee nor shall healthbee have any obligations or liabilities in respect of any transactions on the Website. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical Goods and Services shall always vest with the Third Party Pharmacies, who are advertising or offering them for sale on the Website and are the ultimate sellers.

3. You agree and acknowledge that the Third Party Pharmacies shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Third Party Pharmacies do not have the sole and exclusive legal ownership over the Pharmaceutical Goods and Services that have been offered for sale on the Website by such Third Party Pharmacies, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical Goods and Services on the Website.

3. Non-Performance of Contract

You accept and acknowledge the following:

1. healthbee is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between You and the Third Party Pharmacies for purchase and sale of goods or services offered by such Third Party Pharmacies on the Website;

2. healthbee cannot and does not guarantee that the concerned Third Party Pharmacies will perform any transaction concluded on the Website;

3. The Third Party Pharmacy(s) are solely responsible for ensuring that the Pharmaceutical Goods and Services offered for sale on the Website are kept in stock for successful fulfillment of orders received. Consequently, healthbee is not responsible if the Third Party Pharmacy(s) does not satisfy the contract for sale of Pharmaceutical Goods and Services which are out of stock, back ordered or otherwise unavailable, but were shown as available on the Website at the time of placement of order by You; and

4. healthbee shall not and is not required to mediate or resolve any dispute or disagreement between You and Third Party Pharmacies. In particular, healthbee does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website. healthbee shall, on a request in writing made by You after the purchase of any Pharmaceutical Goods and Services on the Website, provide You with information regarding the Third Party Pharmacies from which You have made such purchase, including the principal geographic address of its headquarters and all branches, name and details of its website, its email address and any other information necessary for communication with the Third Party Pharmacy for dispute resolution.

4. Exhibition of drugs and publication of Third Party Pharmacies content on the Website

1. You agree and acknowledge that the respective Third Party Pharmacies are exhibiting Third Party Content which includes catalogue of drugs/ pharmaceutical products or services, and information in relation to such drugs/ pharmaceutical products or services, on the Website.

2. The Third Party Content available on the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for general



information purposes only and does not constitute either an advertisement/ promotion of any drug being offered for sale by the Third Party Pharmacies on the Website or any professional medical advice, diagnosis, treatment or recommendations of any kind.

3. You acknowledge and agree that such Third Party Pharmacies shall be solely responsible for ensuring that such Third Party Content made available regarding the Pharmaceutical Goods and Services offered for sale on the Website, are not misleading and describe the actual condition of the Pharmaceutical Goods and Services. In this connection, it is solely the responsibility of the concerned Third Party Pharmacy(s) to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such Pharmaceutical Goods and Services so as to mislead the Users in any manner. You acknowledge and understand that healthbee provides no warranty or representation with respect to the authenticity/ veracity of the information provided on the Website and You must run Your own independent check. You agree and acknowledge that healthbee has not played any role in the ascertainment of the actual impact/ effect of any Pharmaceutical Goods and Services being offered for sale by the Third Party Pharmacies on the Website. Further, it is hereby clarified that the Third Party Pharmacies are offering the Pharmaceutical Goods and Services for sale to You and they are responsible for procuring the appropriate licenses for the same under the Drugs Act read with the Drug rules and the Pharmacy Act. You agree and acknowledge that You shall not hold healthbee responsible or liable for any damages arising out of such reliance on third party user generated content by You.

5. Prescription Drugs

1. The Website is a platform that can be used by the Users to purchase various drugs and pharmaceutical products that requires a valid medical prescription issued by a medical expert/ doctor to be provided to a registered pharmacist for the purpose of dispensing such medicine ("Prescription Drugs"), offered for sale on the Website by Third Party Pharmacies. In order to purchase Prescription Drugs from Third Party Pharmacies through the Website, You are required to upload a scanned copy of the valid prescription on the Website. The order would not be processed and forwarded to the concerned Third Party Pharmacy(s) by healthbee until it receives a copy of a valid prescription. Third Party Pharmacies will verify the prescription forwarded by You and in case of Third Party Pharmacy(s) observe any discrepancy in the prescription uploaded by You, the Third Party Pharmacy(s) will cancel the order immediately. You are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. You shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

2. You acknowledge and agree that third party Pharmacies shall maintain a record of all the prescriptions uploaded by the Users.

6. Substitution of Prescribed Drugs

1. You acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the medical expert/ doctor has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the Prescription Drug in the prescription or if the prescription solely lists the salt names instead of a specific brand name.

2. You further acknowledge and accept that, in the absence of the above, the concerned Third Party Pharmacy would not dispense a substitute drug in place of the Prescription Drug.

7. Invitation to offer for sale

1. Notwithstanding anything else contained in any other part of these Terms of Use, the listing of drugs and other pharmaceutical products on the Website by the Third Party Pharmacies is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The placement of an order by You shall constitute an offer by You to enter into an agreement with the Third Party Pharmacies ("Offer"). Post the Offer from the Third Party Pharmacies, healthbee shall send an email/electronic message to You with the



information on the Offer along with the details of the concerned Third Party Pharmacy(s) who may undertake the sale, and such an email shall not be considered as an acceptance of the Offer. The acceptance of the Offer would only be undertaken by the Third Party Pharmacy(s) after the validation/ verification of the prescription by such Third Party Pharmacy (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant Third Party Pharmacy(s) (in the case of prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email to be sent to You.

2. For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/ offered for sale by the Third Party Pharmacy', as appearing in these Terms of Use, shall be construed solely as an 'invitation to offer for sale' by any such Third Party Pharmacy.

8. Transfer of Property and Completion of Sale

1. Upon acceptance of the Offer by the concerned Third Party Pharmacy (being the brick and mortar pharmacy, the Pharmaceutical Drugs and Services would be dispensed at the pharmacy, in accordance with the terms of the order placed by You. Such dispensation shall also take place under the direct/ personal supervision of the pharmacist of the Third Party Pharmacy, wherever required under the applicable law(s).

2. You agree and acknowledge that the property and title in the Pharmaceutical Drugs and Services ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical Drugs and Services and the raising of the invoice at the concerned Third Party Pharmacy. Accordingly, the sale of Pharmaceutical Drugs and Services is concluded at the concerned Third Party Pharmacy itself.

3. The invoice in relation to the Pharmaceutical Drugs and Services, that are required to be delivered to You shall be issued by the concerned Third Party Pharmacy (being the brick and mortar pharmacy) which is to process and satisfy the order for such Pharmaceutical Drugs and Services.

9. Delivery of Drugs

1. You agree to appoint an individual who shall act in the capacity of Your agent and collect the medicines as requested by You from Third Party Pharmacy on Your behalf ("User Agent"). You accept and acknowledge that the User Agent shall be responsible to collect the medicines ordered by You from the Third Party Pharmacy and to carry it to the address notified by You.

2. You further agree and acknowledge that the User Agent acts as Your agent for collecting the medicines from the Third Party Pharmacy. The services are being undertaken by User Agent with Your consent and therefore the Company is merely facilitating for You and Users Agent to connect.

2. Advertising Guidelines for the Website –

1. As part of the Services provided by Us; We facilitate and allow Third Party Advertisers to place advertisements on the Website. Accordingly, there are guidelines (as listed herein below) which the Third Party Advertisers have to follow for placing such advertisements (the "Advertising Policy").

1. For the Users: healthbee clearly distinguishes between the editorial content and content that is created or provided by one of Our Third Party Advertisers. The advertisements will be labeled as "sponsored", "from our Advertisers" or "advertisement". This content will not be reviewed by Our in-house editorial staff and shall not be subject to Our editorial policy (as set out herein below) but shall be subject to the Advertising Policy, these Terms of Use (except the editorial policy) and the Privacy Policy.

2. For the Third Party Advertisers: The Third Party Advertisers must be honest about the products or services their advertisements promote; the advertisement shall not create unrealistic expectation and must not be misleading or offending; must be responsible and of the highest standards and without compromising the consumer



protection. The Advertising Policy applies to all the advertisements, listed or sought to be listed, on the Website.

3. General Rules: All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use (except the editorial policy) and the Privacy Policy. healthbee may, at any time and without having to serve any prior notice to the Third Party Advertisers, (i) upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and (ii) change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy. It is the responsibility of the Third Party Advertisers, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted. healthbee may also alter or remove any content from the Website without notice and without liability. The Third Party

Advertisers are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.

4. Review: All the advertisements are subject to the review and approval of healthbee. healthbee reserves the right to reject or remove any advertisement in its sole discretion for any reason. Further, healthbee also reserves the right to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.

5. Prohibited Content: The advertisements must not infringe the intellectual property, privacy, publicity, copyright, or other legal rights of any person or entity. The advertisements must not be false, misleading, fraudulent, defamatory, or deceptive. The following advertisement content is prohibited:

1. content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class;
2. content depicting nudity, sexual behaviour, or obscene gestures;
3. content depicting drug use;
4. content depicting excessive violence, including the harming of animals;
5. shocking, sensational, or disrespectful content;
6. deceptive, false or misleading content, including deceptive claims, offers, or business practices;
7. content that directs users to phishing links, malware, or similarly harmful codes or sites; and
8. content that deceives the Users into providing personal information without their knowledge, under false pretences, or to companies that resell, trade, or otherwise misuse that personal information; and
9. content that violates any law for the time being in force.

6. Prohibited Advertisements: Advertisements for the following products and services are prohibited:

1. adult products and services (other than contraceptives; see below);
2. cigarettes (including e-cigarettes), cigars, smokeless tobacco, and other tobacco products;
3. products or services that bypass copyright protection, such as software or cable signal descramblers;
4. products or services principally dedicated to selling counterfeit goods or engaging in copyright piracy;
5. get-rich-quick or pyramid schemes or offers or any other deceptive or fraudulent offers;
6. illegal or recreational drugs or drug paraphernalia;
7. counterfeit, fake or bootleg products, or replicas or imitations of designer products;
8. firearms, weapons, ammunition, or accessories;
9. advertisements that promote particular securities or that provide or allege to provide insider tips;



10. any illegal conduct, product, or enterprise;
11. unapproved pharmaceuticals and supplements;
12. prescription drugs;
13. products that have been subject to any government or regulatory action or warning;
14. products with names that are confusingly similar to an unapproved pharmaceutical or supplement or controlled substance; and
15. material that directly advertises products to or is intended to attract children under the age of 13.

7. Prohibited Advertisements under the Drugs and Magic Act:

1. subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement referring to any drug which suggest or are calculated to lead to the use of that drug for –
 1. the procurement of miscarriage in women or prevention of conception in women; or
 2. the maintenance or improvement of the capacity of human beings for sexual pleasure; or
 3. the correction of menstrual disorder in women; or
 4. the diagnosis, cure, mitigation, treatment or prevention of any disease, disorder or condition specified in the schedule of the Drugs and Magic Act, or any other disease, disorder or condition (by whatsoever name called) which may be specified in the rules made under the Drugs and Magic Act; or provided that no such rule shall be made except, – (i) in respect of any disease, disorder or condition which requires timely treatment in consultation with a doctor or for which there are normally no accepted remedies; or
 5. prohibition of misleading advertisements relating to drugs;
 6. subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement relating to a drug if the advertisement contains any matters which:
 1. directly or indirectly gives a false impression regarding the true character of the drug; or
 2. makes a false claim for the drug; or
 3. is otherwise false or misleading in any material particular.
2. It is hereby clarified that that the Third Party Advertisers will comply with all the provisions of the Drugs and Magic Act and the rules made thereunder. Further, it is agreed that the Third Party Advertisers shall be solely responsible for any penalty or any action taken by the governmental authorities for non-compliance with the Drugs and Magic Act and the rules made thereunder.

8. Restricted Advertisements: Advertisements in the following categories are restricted and require approval on a case-by-case basis:

1. advertisements that promote or reference alcohol;
2. advertisements for online dating services;
3. advertisements for gambling and games of skill;
4. advertisements for lotteries;
5. advertisements for financial services;
6. advertisements for contraceptives;
7. advertisements for online pharmacies or pharmaceuticals; and
8. political advertisements.
9. Testimonials & Endorsements:
 1. any testimonials and endorsements contained in advertisements must comply with all applicable law(s), industry codes, rules, and regulations. For example, a clear and conspicuous disclaimer is required if an endorser's results were atypical or if the endorser was paid;



2. healthbee recognizes and maintains a distinct separation between advertising and sponsored content and editorial content. All advertising or sponsored content on the Website of the Company will be clearly and unambiguously identified; and
3. a click on an advertisement may only link the User to the website of the Third Party Advertiser(s).

3. Editorial Policy for the Website –

1. As part of the Services, healthbee provides healthbee Content on the Website targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. healthbee Content is subject to the following rules/ information:

1. healthbee Content is original and is relevant to the general public;
2. topics for healthbee Content are selected by Our board of qualified experts consisting of certified medical experts, pharmacist and medical professionals;
3. topics for healthbee Content are chosen on the basis of current health news, drug alerts, new drug launches, latest medical findings as available in the reference material as disclosed in the content.
4. editorial board (as mentioned below) takes into account the latest trending health and wellness topics like dengue, swine flu, seasonal allergies, new vaccines, well as emerging health and nutrition trends like health benefits quinoa, alternative medicine like ayurveda, homeopathy and much more;
5. healthbee maintains principles of fairness, accuracy, objectivity, and responsible, independent reporting;
6. the member of healthbee has to fully disclose any potential conflict of interest with any of the Third Party Service Providers;(How to control)
7. healthbee's editorial staff holds the responsibility of providing objective, accurate, and balanced accounts of events and issues; and
8. healthbee's editorial board constitutes of:
 1. Dr.
 2. Dr.

2. Diagnostics Services – As a condition of Your use of and access to the diagnostic services provided through the Website and Your acceptance of these Terms of Use, You are subject to the following rules/ guidelines:

1. Terms for use of the Diagnostic Services:

1. healthbee provides Services through the Website as a marketplace and facilitates the Users to avail diagnostic test/ packages facilities offered by Third Party Labs through the Website. healthbee is not and shall not be responsible for any sample collected, tests conducted and reports generated by the Third Party Labs and does not deal with any of Third Party Labs' client or patient managed by Third Party Labs through the Website and only provides facilitation Services to the Users through the Website. Use of the Website may require the Third Party Labs to use software and the Third Party Labs have to ensure the procurement of such software from the concerned providers. User and the Third Party Labs agree to use the Website and the materials provided therein only for purposes that are permitted by: (a) these Terms of Use; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.
2. The Third Party Labs may not access the Services if the Third Party Labs are healthbee's direct competitor, except with healthbee's prior written consent. In addition, the Third Party Labs may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
3. healthbee will provide to the Third Party Labs basic support for the Services at no additional charge, and/or upgraded support if purchased separately and



will use commercially reasonable efforts to make the Services available 24 (twenty-four) hours a day, 7 (seven) days a week, except for (i) planned

downtime or (ii) any unavailability caused by circumstances beyond healthbee's reasonable control, including without limitation Force Majeure Events (as defined herein below). healthbee will provide the Services only in accordance with applicable law(s) and government regulations.

4. The Services may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Third Party Labs are permitted to make against healthbee's application programming interface, and, other limitations dependent on the Third Party Labs plan, for example, number of SMS, or number of Users. Any such limitations are specified in the Third Party Labs' plans. The Services provide real-time information to enable Third Party Labs to monitor such Third Party Labs' compliance with such limitations.

5. Notwithstanding anything to the contrary contained herein, Third Party Labs alone shall be liable for Third Party Labs' dealings and interaction with the Users who avail the services of the Third Party Labs or diagnostic centres contacted or managed through the Website and healthbee shall have no liability or responsibility in this regard. healthbee does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Third Party Labs or any diagnostic centre or any third party through the Website. The Services should not be used for emergency appointment purposes.

6. Notwithstanding anything to the contrary contained herein, Third Party Labs alone shall be liable for dealings and interaction with Users contacted or managed through the Website and healthbee shall have no liability or responsibility in this regard. healthbee does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third Party Labs.

7. healthbee may, at its sole discretion, suspend Third Party Labs or Users ability to use or access the Website at any time while healthbee investigates complaints or alleged violations of these Terms of Use, or for any other reason. healthbee has the right to edit profiles of Third Party Labs to make them more suitable for package searches on the Website. If Third Party Labs and/ or Users find any wrong information on the Website in relation to such Third Party Labs and/ or User, they can correct it themselves or contact healthbee immediately for such corrections. healthbee shall have no liability or responsibility in this regard.

2. Terms for use of the Online Doctor Consultancy Services:

1. healthbee is an online healthcare platform that provides a variety of online and online-linked health products and services to the Users for health related information and resources. Whenever We use the words "Your physician" or "Your doctor" or "healthcare provider" or

similar words on the Website, including in these Terms of Use, We mean Your personal doctor with whom You have an actual, mutually acknowledged, doctor-patient relationship. healthbee's or third party service provider's Medical Experts are not "Your" physician or healthcare provider. Our Tele medical consultation is provided through third party service provider.

2. NO DOCTOR-PATIENT RELATIONSHIP: healthbee does not replace Your relationship with physician or healthcare provider. The information interpreted SHOULD NOT be relied upon as a substitute for sound professional medical advice, evaluation or care from Your physician or other qualified healthcare provider.

3. You acknowledge that the Medical Experts are empanelled with the Third party service providers and in no event healthbee will be directly or vicariously liable for any advice or medical consultancy or any loss arising therefrom that the Medical Experts may provide to You or You may avail as part of the Services.

4. You acknowledge that the e-prescription which may be issued by the medical expert(s), in certain events, is not to be a valid prescription under applicable law(s) of India and may not be used for dispensation of medicines by any pharmacist including the Third Party Pharmacies.



You further agree and acknowledge that if You request us to process the e-prescription or any form of prescription (whether original or scanned copy of the original prescription) for facilitation of medicine orders, then we will only act as an aggregator and assume no responsibility and/ or liability in relation to the dispensation of the medicines, which shall at all times be at your sole risk and the sole responsibility of the Third Party Pharmacies supplying the medicines to you.

5. You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that is provided to You on the Website (including Information provided in direct response to Your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a doctor/medical professional-patient relationship, but is provided to inform You on various medical conditions, medical diagnosis and treatment and it does not constitute a direct medical diagnosis, treatment or prescription. Everything on the Website should be used for information purposes only.

6. healthbee is designed to support the health decisions and choices that You make. These decisions and choices are Yours, and We believe that You, in connection with the advice You receive from Your doctor or other professional healthcare provider, are the best decision maker about Your health. We cannot make decisions for you. However, what We can do is help You find good health information and connect with doctors for in-person information. On healthbee You can ask and find informational questions and related educational answers by Medical Experts. The Website is not a place for the practice of medicine, but Medical Experts on the Website can be a resource for reliable, relevant general health information.

7. Even if Your real life doctor is on healthbee, personal medical advice, treatment or diagnosis are not permitted through the Website, and by using the Website You agree not to solicit these or use any information as if it were personal advice, treatment, or diagnosis. Whenever You want personal medical advice, treatment, or diagnosis, You should contact Your physician or professional healthcare provider and see them in person.

8. We do not recommend or endorse any specific Medical Expert(s), tests, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided on the Website is solely at Your own risk. In case of any medical emergency, kindly contact Your nearest doctor/hospital or any related helpline.

9. The Services are not for use in medical emergencies or for critical health situations requiring prompt medical attention. The Services are not intended to be real-time and may not be the best solution when a face-to-face consultation is a must and therefore We strongly discourage any delay in seeking advice from Your doctor on account of something that You may have heard/viewed on the Website. You take full responsibility for ensuring that the information submitted is accurate and healthbee shall not make any effort to validate any information provided by You for using the Services with respect to content, correctness or usability. We, with an intention to provide the best services possible could ask You to share more information as and when needed.

10. The opinions, statements, answers and tele-consultations (collectively "Consultation") provided by the Third Party Service Provider's Medical Experts through the Website are solely the individual and independent opinions and statements of such Medical Experts and do not reflect the opinions of healthbee, its affiliates or any other organizations or institutions to which such Medical Expert or such specialist or professional is affiliated or provides services. healthbee does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website or by a licensee of healthbee.

11. The inclusion of professionals, specialists and/ or Medical Experts on the Website or in any professional directory on the Website does not imply recommendation or endorsement of such specialists and/ or Medical Experts nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any specialists and/ or Medical Experts contained therein. Such information is provided on an 'as-is' basis and healthbee disclaims all warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose.

12. healthbee (the owners and the employee staff of healthbee), Medical Experts and third-party professionals who offer the Services through the Website accept no responsibility for any medical, legal or financial events or outcomes related to the Services availed through the use of



the Website.

13. healthbee makes no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by healthbee employees. healthbee is not responsible for transmission errors, corruption of data.

14. healthbee is for personal use and the Services are for individuals to use for supporting their personal health decisions. You may use the Website for personal, but not for commercial, purposes.

15. The Website may not be used for illegal purposes. The Information and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the Website, the Information, or Services. You may not use any automated means (such as a scraper) to access the Website, the Information, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access his or her healthbee profile/ account. Any attempt by any individual or entity to solicit login information of any other user or Medical Expert or to access any such account is an express and direct violation of these Terms of Use and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

16. Your right to use the Services is not transferable.

17. Notwithstanding anything to the contrary contained herein, You alone shall be liable for Your dealings and interaction with Medical Experts (as the case may be) contacted or managed through the Website and healthbee shall have no liability or responsibility in this regard. healthbee does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the Information or detail provided by User, Medical Experts or any third party through the Website. The Services should not be used for emergency appointment purposes.

18. The exchanges between the Medical Experts and the patient through the chat window or over telephone (as the case maybe) and the e-prescription would be accessible to healthbee for the purposes of monitoring the quality of the consultation.

19. healthbee may, at its sole discretion, suspend User's or Medical Expert's ability to use or access the Website at any time while healthbee investigates complaints or alleged violations of these Terms of Use, or for any other reason. healthbee has the right to edit profiles of Medical Experts to make them more suitable for patient/ Users searches on the Website.

20. The Services should not be depended upon and should not be treated as a replacement for obtaining consultation for diseases as the consultation provided through the Website is generic in the approach and shall not and cannot act as a substitute for physical consultation with a doctor. Also the Consultations provided through the Website are not diagnostic in nature.

21. Risks of using healthbee's Services

1. As with any medical procedure, there are potential risks associated with using the Services. By using the Services, You agree to abide by these Terms of Use, Privacy Policy and risks described below. These risks include, but may not be limited to:

1. While the Website is an honest attempt to provide access to the best possible medical information to the Users, the The third party service provider's Medical Experts will not be examining You physically. The Medical Experts may not have access to all or some of Your medical history that might be critical to consult You. The Medical Experts will not have the benefit of information that would be obtained by examining You in person, observing Your physical condition and by going through Your medical records. This means that the Services provided is different from the diagnostic and treatment services typically decided by a physician. Therefore, the Medical Experts may not be aware of facts or information that would affect his or her opinion of Your diagnosis. To reduce the risk of this limitation, healthbee strongly encourages You to be in touch with an on-ground physician and share the healthbee's opinion with him/her.

2. By requesting a medical opinion through the Website, You acknowledge and



agree that:

1. the advice/information/opinion on diagnosis You may receive could be limited and provisional;
2. the medical opinion is not intended to replace a face-to-face visit with a physician and it does not replace an actual doctor-patient relationship;
3. in case of a second opinion where there is a difference of opinion among Our Medical Experts and Your physician, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;
4. the Medical Expert is reliant on information provided by You and hence any information demonstrated to have been falsified, misleading or incomplete will immediately render the opinion and all details therein null and void;
5. in some cases, the Medical Expert may determine that the transmitted information is of inadequate quality and may ask for more information, without which he/she may refuse to answer the query;
6. in rare cases, the Medical Experts may feel that the query may not be answerable without physically examining the patient/ Users and the Consultation may be refused forthwith;
7. in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
8. delays in medical evaluation and answers could occur due to deficiencies or failures of the service as per those mentioned in these Terms of Use.

3. Terms of use for health cover

You understand that as a subscriber of healthbee you would be provided with a group health insurance coverage for which Techfin Care Solutions Pvt. Ltd. shall be the Master Policy Holder ("MPH"). Such insurance coverage shall be governed by and subject to the terms, conditions, and exclusions, limitations thereof as per the certificate of insurance issued to subscribers by the Insurance companies.

4. Terms of use for healthcare Loan

You understand that as a subscriber of healthbee you would be provided with a healthcare loan in case of healthcare needs. Healthbee does not take any responsibility of providing the loan to an individual as such loans are provided on principal to principal basis by the Healthbee Lending partners where Lending Partner is a Financial Institution operating in India and offers loans depending on credit score of an individual and other risk criteria. All the terms and conditions for the loan need to be fulfilled. Healthcare loan is a short term loan with applicable interest rates/charges. repayment of the same as per terms of the lender is an individual's obligation.

OTHER TERMS

3. Your Profile, Collection, Use, Storage and Transfer of Personal Information:

1. Your healthbee profile is created to store, record of subscription benefits opted under Healthbee subscription package, Group Health cover, Healthcare loan and uses thereof. Your Consultations and Your personal health information online, including history, health conditions, allergies and medications will be stored by our third party service providers to improve service quality. Any information provided as part of a web Consultation or obtained from use of the Services by You becomes part of Your healthbee record. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. healthbee reserves the right to maintain, delete or destroy all communications and



materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via email or any valid electronic medium, to review the information provided by You for healthbee's record or for the Services. Please make sure You provide a valid email-id or mobile number and You update it as and when needed.

2. For additional information regarding use of information about You, please refer to the Privacy Policy.
 3. The terms "personal information" and "sensitive personal data or information" are defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and are reproduced in the Privacy Policy.
1. The Privacy Policy sets out:
 1. the type of information collected from Users, including sensitive personal data or information;
 2. the purpose, means and modes of usage of such information; and
 3. how and to whom healthbee will disclose such information.
 2. The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
 1. the fact that the information is being collected;
 2. the purpose for which the information is being collected;
 3. the intended recipients of the information;
 4. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 5. the various rights available to such Users in respect of such information.
 4. healthbee shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to healthbee or any other Third Party service provider under healthbee platform.
 5. The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by healthbee from Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.
 6. The Users are responsible for maintaining the confidentiality of the Users' account access information and password if any. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify healthbee of any actual or suspected unauthorized use of the Users' account or password.
 7. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or healthbee has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, healthbee shall have the right to suspend or terminate such account at its sole discretion.
 8. The SPI Rules only permit healthbee to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by healthbee as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between healthbee or any person on its behalf and the user or where the User has consented to data transfer.
 9. By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and/or by our third party service providers. You further consent to receive Calls, emails, whatsapp message and messages (SMS), notifications and information from Us and from Third Party Service Providers including for promotions, discount and/or other service delivery related issues.
 4. Payment, Fees and Taxes:
 1. Browsing on the Website and the access to the information provided on the Website is free. Registration is required for healthbee subscription and after that You can buy products and services of third party service providers through their websites. You agree to make all payments directly to the respective Third Party service provider. The Third Party service providers may choose to either personally collect such payment from You or may use the services of collection agents duly appointed in this regard. You agree and acknowledge that You shall not hold healthbee responsible for any loss or damage caused to You during the process, due to any



acts or omission on the part of third parties viz. the Third Party service provider or the collection agents or for any actions/ omissions which are beyond the control of healthbee.

2. In relation to the diagnostic services being availed from the Website, Third Party Service providers agree to pay all package fees, consulting fees and other fees applicable to the Third Party Labs use of such Services and the Third Party Labs shall not circumvent the fee structure. The fee is dependent on the package that the Third Party service provider purchases and not on actual usage of the Services. In relation to the healthbee subscriber using the diagnostic Services, the subscriber agrees to make all payments directly to the respective Third Party service provider for use of the diagnostic Services from the Website. You agree and acknowledge that You shall not hold healthbee responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of the Third Party Labs' any actions/ omissions which are beyond the control of healthbee.

3. In relation to the Healthcare loan availed by the subscriber the proceeds of loan will directly come to the Subscriber's Bank account as given to the healthbee lending partner and repayment need to be done directly to the lending partner and in no way healthbee will be made responsible for any non payment of such loan by the subscriber and subscriber is supposed to face all consequences which any person will have to in case of non payment of loan.

4. Each User / Third Party Service Providers are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. healthbee is in no way responsible for any of the taxes except for its own income tax.

5. The subscription fees for the Services, could be paid online through the facility made on the Website.

6. Third party's support and services which are not part of subscription benefit to the subscriber are required to process online fee payment on their payment gateway or any mode of payment acceptable by Third party service providers.

7. healthbee is not responsible for any loss or damage caused to User/ Third Party Service Providers during this process as these third parties are beyond the control of healthbee.

8. All sub healthbee reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.

9. subscriptions are inclusive of applicable taxes.

10. In order to process the payments, healthbee might require details of User's/ Third Party Service Providers' bank account, credit card number etc .

11. Available payment methods: Wallets: Paytm, AmazonPay, Mobikwik, AirtelMoney, Freecharge, OlaMoney, JIO Money, PhonePe, MPESA UPI – BHIM and GooglePay. All debit and credit cards. Cash on delivery for offline payments. To be checked by Anirudha

12. Applicable payment charges: No charges levied.

13. Security details in relation to payment methods: API integrated.

14. Charge-back options: No.

5. Return, Refund, Cancellation and Shipping charges:

We do offer cancellation of first subscription without any charges/deductions within 7 days from the date of first subscription only in the case where no subscription benefits have been used by the subscriber.

6. Covenants: (Covenanters for the purposes of these Terms of Use shall include the Users and the Third Party Service Providers)

1. Each Covenanter undertakes that it shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that -

1. belongs to another person and to which the such Covenanter does not have any right;
2. is grossly harmful, insulting or harassing on the basis of gender, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy including bodily privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
3. infringes any patent, trademark, copyright or other proprietary rights;
4. violates any law for the time being in force;
5. impersonates another person;
6. is harmful to children;

7. deceives or misleads the addressee about the origin of such messages or knowingly



and intentionally communicates any information that is patently false or misleading in nature but may reasonably be perceived as a fact;

8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

9. is prohibited under applicable law(s) for the time being in force including Drugs Act read with the Drugs Rules, the Drugs and Magic Act, the Indian Penal Code, 1860, as amended from time to time and rules made there under;

10. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; and

11. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

2. You are also prohibited from:

1. violating or attempting to violate the integrity or security of the Website or any healthbee Content;

2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by healthbee;

3. intentionally submitting on the Website any incomplete, false or inaccurate information;

4. making any unsolicited communications to other Covenanters;

5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;

6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;

7. copying or duplicating in any manner any of the healthbee Content or other information available from the Website; and

8. framing or hotlinking or deeplinking any healthbee Content.

3. healthbee, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in this Clause 4 below shall be entitled to disable such information that is in contravention of this Clause 4 or any provisions of these Terms of Use. healthbee shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

4. In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a Covenanter, healthbee has the right to immediately terminate the access or usage rights of the Covenanter to the Services and to remove noncompliant information.

7. Liability

1. healthbee shall not be responsible or liable in any manner to the subscriber or any Third Party Service Providers (collectively referred to as the "Other Parties") for any losses, damage, injuries or expenses incurred by Other Parties as a result of any disclosures made by healthbee, where Other Parties have consented to the making of such disclosures by healthbee. If the Other Parties had revoked such consent under the terms of the Privacy Policy, then healthbee shall not be responsible or liable in any manner to the Other Parties for any losses, damage, injuries or expenses incurred by the Other Parties as a result of any disclosures made by healthbee prior to its actual receipt of such revocation.

2. The Other Parties shall not hold healthbee responsible or liable in any way for any disclosures by healthbee under Regulation 6 of the SPI Rules.

3. The Services provided by healthbee or any of its licensors or providers or Third Party Service Providers are provided 'as is', as available, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of

dealing or usage or trade). healthbee does not provide or make any representations, warranties



or guarantees, express or implied about the Website or the Services.

4. healthbee does not verify any content or information provided by the Other Parties on the Website and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the healthbee Content, Third Party Contents, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

5. The Website may be linked to the website of third parties, affiliates and business partners. healthbee has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that healthbee endorses the linked website. Other Parties may use the links and these services at their own risk.

6. healthbee shall not be responsible for the mishaps/missed services due to no service/no show from the Other Parties; healthbee shall not be responsible for any error in any of the services being provided by the Third Party Service Providers.

7. Users accept and acknowledge that healthbee does not provide any representation or give any guarantee or warranty (whether express or implied, or whether arising by virtue of a statute or otherwise in law or from a course of dealing or usage or trade) in relation to the goods/ products and services made available on its Website by Third Party Service Providers, including any guarantee or warranty that such goods/ products (i) are merchantable; (ii) fit for the purpose of which they are to be (or have been) purchased;(iii) have accurate description; (iv) do not cause any infringement; and (v) that the Third Party Service Providers have legal title over the goods/products being offered for sale by them on the Website. healthbee also does not provide any representation or give any guarantee or warranty (whether express or implied) about the Website or any of the Services offered or services offered or provided by the Third Party Service Providers.

8. The Other Parties further accept and acknowledge that healthbee does not verify any content or information provided by either the Subscribers or the Third Party Services/ or obtained from the Subscriber or the Third Party Service Providers, and to fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the healthbee Content, Third Party Content, representations and warranties made by the Other Parties on the Website or any opinion or suggestion given or expressed by healthbee or any Third Party Service Providers in relation to any Services provided by healthbee.

9. healthbee assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' equipment on account of the Other Parties' access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Website.

10. The listing of Third Party Service Providers on the Website is based on numerous factors including Subscribers comments and feedbacks. In no event shall the Protected Entities (as defined herein below) be liable or responsible for the listing order of Third Party Service Providers on the Website.

11. To the maximum extent permitted by applicable law(s), healthbee, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("Protected Entities"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (i) the use of, or the inability to use, the Website or the content, materials and functions related thereto; (ii) Subscriber's provision of information via the Website; even if such Protected Entity has been advised of the possibility of such damages.

12. In no event shall the Protected Entities be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products or service by a Third Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Website.

13. healthbee disclaims any liability in relation to the validity of the medical advice provided by the Third party service provider's Medical Experts and the validity and legality of the e-prescription



for dispensation of medicines and conduct of diagnostic tests. All liabilities arising out of any wrong diagnosis of medical condition by the Medical Experts and/ or arising from the e-prescription will be of the concerned Medical Expert. Further, all liabilities arising out of any wrong diagnosis report by the Third Party Labs and/ or arising from the wrong dispensation of the Pharmaceutical Goods and Services will be of the concerned Third Party Labs, the Third Party Pharmacies or any other third party service providers as the case may be.

14. The Users may share their previous medical history during interaction with the Medical Experts. The Users undertake to share such information at their own risk. Third party service providers may retain such information for the purpose of providing Services to the Users.

15. With respect to the Consultation Services, based on the specification of the disease by the patient, Our Third party service provider will decide the Medical Expert to whom the query should be directed based on the information shared by the Subscriber. However, in no event the Protected Entities shall be held liable for the losses attributable to such decision making and in no event shall the Protected Entities be liable for any Consultation provided and/or e-prescription issued by the Medical Expert by using the interface of Tele- consultancy.

16. The Users acknowledge that the Protected Entities merely act in the capacity of facilitators between the Other Parties by providing a platform for them to interact and transact. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.

17. In no event shall the total aggregate liability of the Protected Entities to any Other Parties for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only). healthbee accepts no liability for any errors or omissions on behalf of the Other Parties.

18. In no event shall the Protected Entities be liable for failure on the part of the Subscribers or Third Party Service Providers to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Protected Entities be liable for any comments or feedback given by any of the Users in relation to the services provided by a Third Party Service Provider..

8. Indemnity

The Covenanters agree to defend, indemnify and hold harmless healthbee, the Protected Entities, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Covenanters access to or use of Website; (b) Covenanters violation of these Terms of Use or any applicable law(s); (c) Covenanters violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Covenanters conduct in connection with the Website.

9. Modification of Website

healthbee reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. Other Parties agree that healthbee will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

10. Intellectual property rights

All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of the Company. The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Website or the materials therein. The materials on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

11. Compliance of Applicable Law

1. While communicating/ transacting with each other through the Website, the Other Parties shall at all times ensure full compliance with the applicable provisions of the Contract Act, IT Act, IG Guidelines, Drugs Act read with the Drug Rules, Drugs and Magic Act, The Indian Medical



Council Act, 1956 read with the Indian Medical Council Rules, 1957, Pharmacy Act, Consumer Protection Act, 1986, SPI Rules, etc ("Captioned Laws"). as well as all other laws for the time

being in force, and ensure due payment of applicable taxes. They must specifically ensure that they are in no way purchasing Pharmaceutical Good and Services or Prescription Drugs without a valid prescription, which are prohibited under the Drugs Act (read with the Drugs Rules) as well as the other applicable laws for the time being in force.

2. The Users must also ensure that the prescription uploaded on the Website or emailed to healthbee for processing the order for Prescription Drugs is a valid prescription duly obtained from a registered medical practitioner. The Users acknowledge and accept that they shall bear all costs/ liability/ damages, caused to the Third Party Service Providers or to healthbee, as a result of any dispensation of Prescription Drugs by the Third Party Service Providers owing to the non-compliance by the User in this regard.

12. Termination (Parties for the Purpose of these Terms of Use shall collectively mean the Other Parties and healthbee)

1. The provisions of these Terms of Use shall continue to apply until terminated by either of the Party as set for below:

1. In case of Other Parties wanting to terminate these Terms of Use, Other Parties may do so by:

1. not accessing the Website; or
2. closing their accounts for all of the Services that they use.

2. healthbee reserves the right to, at any time, and with or without notice, terminate these Terms of Use against each of the Users or the Third Party Service Providers or the Other Parties as a whole, if there is:

1. breach any of applicable law(s), including but not limited to the Captioned Laws or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Parties from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or
2. healthbee is unable to verify or authenticate any information provided to healthbee by Other Party(s); or
3. healthbee believes, in its sole discretion, that Other Party(s) actions may cause legal liability for healthbee (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or
4. healthbee is required to do so by law; or
5. if Other Party(s) fail to provide (or after providing such consent, later revoke) the consents necessary or desirable for healthbee to provide the Services to the Other Party(s); or
6. The provision of the Services to the Other Party(s), or to the general public, is in healthbee's opinion, no longer commercially viable; or
7. healthbee has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).

3. healthbee may also terminate or suspend (temporarily or permanently) all or a portion of Other Party(s) account or access to the Services, with or without reason. Except as may be set forth in any of the terms applicable to a particular Service, termination of Other Party(s) account may include: (i) removal of access to all offerings within the Website or with respect to the Services; and (ii) barring Other Party(s) from further use or access of the Website or of any of the Services.

4. Once terminated or suspended (temporarily or permanently), Other Party(s) may not continue to use the Website under the same account, a different account or re-register under a new account.

5. Upon termination of these Terms of Use, healthbee shall have no obligation to maintain or provide any of Other Party(s) data and may thereafter, unless legally prohibited, delete all of Other Party(s) data in its systems or otherwise in its possession



or under its control, including but not limited to Other Party(s) personal information, login ID and password(if any) , order details (including any prescriptions uploaded) and all

related information, files and materials associated with or inside Other Party(s) account (or any part thereof).

6. healthbee reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the Other Party(s) content from the Website with or without ability to access the Website and the other Services, upon any breach by the Other Party(s) of these Terms of Use or if healthbee is unable to verify or authenticate any information the Other Party(s) submits to healthbee, or if the Other Party(s) fail to provide (or after providing such consent, later revokes) the consents necessary or desirable for healthbee to provide the Services to the Other Party(s).

7. The right to terminate/ suspend the account is in addition to, and without prejudice to, healthbee's right to initiate action against the Other Party(s), in accordance with applicable law.

13. Force Majeure

Other Parties accept and acknowledge that healthbee shall not be liable for any loss or damage caused to the User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of healthbee or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond healthbee's reasonable control ("Force Majeure Event"). In the event of any Force Majeure Event arising, healthbee, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

14. Governing Law and Dispute Resolution

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra.. All disputes will be subject to arbitration at Pune, Maharashtra.in English by a sole arbitrator appointed by healthbee under the Arbitration and Conciliation Act, 1996.

15. Survival

Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

16. Severability

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

17. Waiver

No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by healthbee. Any consent by healthbee to, or a waiver by healthbee of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

18. Headings

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use.

19. Contact Information

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at service@healthbee.com. If any Other Party(s) has any questions concerning healthbee, the Website, these Terms of Use, or anything related to any of the foregoing, healthbee can be reached at the following email address - care@healthbee.com or via the contact information available from the following : Contact us. Please also refer to our grievance redressal policy